

Part Time Employee Provisions and Reference Guide

Please note the following is an excerpt of notable MEF MOA (Memorandum of Agreement) sections which are applicable to part time employees. Please refer to the MEF MOA for full articles. In addition, this Exhibit contains resources related to part time employment.

Part Time Employee Provisions

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ARTICLE 6 UNION RIGHTS

6.4 Agency Fee

6.4.3 Definition of Agency Fee. The Agency Fee collected from non-member bargaining unit employees pursuant to Section 6.4.2 of this Agreement shall be limited to the Union (local, state, and national) annual costs for representing such employees. Such amount shall be those amounts for full-time and part-time employees as are certified to the Municipal Employee Relations Officer, or designee, from time-to-time by the designated officer of the Union as the Agency Fee.

6.4.4 Part-time Unbenefited Employees. All part-time unbenefited employees hired on or after August 12, 1984, are subject to the provisions of this Article.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.6.1 Rest Period Part-time Employees. Part-time employees will be provided a fifteen (15) minute rest period during each uninterrupted work period of at least four (4) hours.

7.6.2 Lunch periods for Part-time Employees. Part-time employees who are scheduled and/or work a shift of six (6) or more hours shall take at least a thirty (30) minute unpaid lunch period. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The scheduling of lunch periods and the length of any lunch period is subject to supervisory approval.

7.7 Telecommuting: An employee authorized or required to telecommute, which requires at least fifteen minutes of work shall be compensated for the time worked to the nearest fifteen minutes at the appropriate rate.

7.8 Part-time Employees (Benefit Levels)

7.8.1 The Department Director or designee, subject to regulation and control by the City Manager or designee, shall determine the number of hours of work per work day and work week for part-time employees. The normal work schedule for part-time employees shall be consistent with the position's designated benefit category as follows:

PT Employee Benefit Level	Work Schedule/Paid Hours
75%	30-34 hours per week or 1560-1768 per year
62.50%	25-29 hours per week or 1300-1508 per year
50%	20-24 hours per week or 1040-1248 per year
Part-Time Non-Benefited Employees	Less than 20 hours per week or less than 1040 per year

7.8.1.1 If a part-time employee is scheduled and reports to work for a shift which is then cancelled, the employee shall, at the City's discretion, either work a minimum of two (2) hours or be credited with two (2) hours work at the employee's straight time pay rate. If the employee is notified prior to the start of the shift that the shift is canceled, the employee is not entitled to the two (2)-hour minimum.

7.8.1.2 For new hire non-benefited part-time employees, the following shall be the prorated hour limits for the payroll calendar year and month in which the employee is hired:

January 1st- April 30th	May 1st- Aug. 30th	Sept. 1st-Dec. 31st
1040	700	350

7.8.2 Part-time Employee Benefits Eligibility

7.8.2.1 Eligible part-time employees will receive benefits as specified in the appropriate sections of this MOA.

7.8.2.2 The scheduled hours pursuant to 7.8.1, may be reduced by a budgetary change to a position, subject to Budget Office approval, or through applicable due process.

7.8.2.3 As used in this Agreement, the term "indefinitely assigned" shall mean an assignment to a regularly scheduled part-time position without limitation of any kind as to duration. Nothing herein contained, however, shall be construed to limit the right of the Department Director or the City Manager or designee, as contained in Section 7.8 of this Agreement, to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

7.8.2.4 In the event Section 7.8.2.3 is invoked as to whether an employee shall be required to work at all, at the employee's written request to the Office of Employee Relations, they shall be provided a reason for its action in writing. The action and the reason given for the action shall not be subject to the grievance procedures of this agreement.

7.8.2.5 To the extent possible and with the exception of any shift changes, when a non-benefited part-time employee has worked six (6) consecutive days, the employee, in so much as possible, shall be provided with one (1) scheduled day off. Nothing herein contained, however, shall limit the right of the Department Director or designee to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

7.11 Overtime and Compensatory Time

- 7.11.2 Part-time employees are only eligible for overtime pay or compensatory time if the employee works over twelve (12) consecutive hours in the same assignment or over forty (40) hours in one week, or if the overtime exceeds eight (8) hours and is scheduled without a twenty-four (24)-hour notice.

ARTICLE 10 LEAVES

10.1 Holidays

- 10.1.10 Part-Time Employees – Holiday Benefits. Holiday leave with pay and compensation for time worked on a holiday shall be granted to eligible part-time employees on the same basis and subject to the same restrictions, conditions and limitations as apply to such leave with pay and such compensation for full-time employees; provided, however, that each eligible part-time employee shall be entitled to holiday leave with pay for a number of hours each holiday based on the number of hours per week such part-time employee is indefinitely assigned to work in the employee's regularly scheduled part-time position. Such number of hours shall be in accordance with the following hours per week scheduling:

<u>Regularly Scheduled Hours Per Week</u>	<u>Hours of Leave with Pay Each Holiday</u>
30-34 Hours	6 Hours
25-29 Hours	5 Hours
20-24 Hours	4 Hours

- 10.1.10.1 Compensation for holidays shall be according to the above schedule regardless of the number of hours any eligible part-time employee may have been scheduled to work or would have been required to work on any designated holiday.
- 10.1.10.2 Each part-time employee who is not eligible to receive supplemental benefits provided by this Article and who is required to work on any of said holidays shall receive the salary that the employee would be entitled to for the hours worked on that day at the employee's regular rate of pay, and in addition thereto, shall receive compensation in a sum equal to one-half times the employee's regular hourly pay multiplied by the number of hours worked by the employee on such holiday, provided and excepting, however, that no part-time employee who is required to work on any of said holidays and who received a flat daily rate of pay, plus room and board shall be entitled to or shall be paid any compensation in addition to the employee's regular flat daily rate of pay plus room and board.

10.2 Vacation and Personal Leave

- 10.2.4 Eligible Part-time Employees – Vacation. During the term of this Agreement, and subject to the same restrictions, conditions, and limitations applicable to full-time employees as provided in this Agreement, except as otherwise hereinafter provided, eligible part-time employees, as described in Section 7.8.2, shall accrue and be granted leave of absence with full pay for vacation purposes on the following basis:
- 10.2.5 During the employee's first 10,400 hours of employment in a regularly scheduled part-time position, the employee shall accrue vacation leave at the rate of 0.03875 hours of vacation leave for each hour worked, exclusive of overtime.
- 10.2.6 During the employee's first 10,400 hours following the employee's first 10,400 hours in a regularly scheduled part-time position, the employee shall accrue vacation leave at the rate of 0.05875 hours of vacation leave for each hour worked, exclusive of overtime.
- 10.2.7 During the employee's first 4,160 hours following the employee's first 20,800 hours in a regularly scheduled part-time position, the employee shall accrue vacation leave at the rate of 0.06625 hours of vacation leave for each hour worked, exclusive of overtime.
- 10.2.8 During the employee's first 4,160 hours following the employee's first 24,960 hours in a regularly scheduled part-time position, the employee shall accrue vacation leave at the rate of 0.07375 hours of vacation leave for each hour worked, exclusive of overtime.
- 10.2.9 During each hour following completion of 29,120 hours of employment, in a regularly scheduled part-time position, the employee shall accrue vacation leave at the rate of 0.08125 hours of vacation leave for each hour worked, exclusive of overtime.
- 10.2.10 All part-time employees' maximum vacation accrual amount shall be 120 hours. Any employee who is at the maximum vacation amount of 120 hours, shall cease from accruing vacation until such time when employee uses enough vacation so that they are below their maximum vacation amount of 120 hours.
- 10.2.11 Any such part-time employee shall be entitled to paid vacation leave only for those days and number of hours the employee is in fact assigned to work or would have been required to work, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.
- 10.2.12 No eligible part-time employee shall be entitled to vacation leave with pay for any day or portion of a day during which the employee is absent, if in fact the employee is not assigned to work or would not have been required to work on that day or portion of that day, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.
- 10.2.13.2 Personal Leave: Each benefited part-time employee shall be entitled to annual personal leave of twelve (12) hours per year except that, in the first payroll calendar year of employment, employees hired before July 1st will get twelve (12) hours of

annual personal leave and employees hired on or after July 1st will get six (6) hours of annual personal leave.

10.3 Sick Leave

10.3.2 Sick Leave – Part-Time Employees

- 10.3.2.1 During the term of this Agreement, sick leave with pay shall be granted to part-time employees in the amount of 0.04616 hour of sick leave for each hour worked, exclusive of overtime, and shall be subject to the same restrictions, conditions and limitations as are applicable to paid sick leave for full-time employees.
- 10.3.2.2 Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours the employee is in fact assigned to work or would have been required to work, notwithstanding the designation, scheduling and assignment made pursuant to this Article.
- 10.3.2.3 No part-time employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact, the employee is not assigned to work or would not have been required to work on that day or portion of that day, inclusive of any hours an employee elects to work in addition to their assignment, notwithstanding the designation, scheduling and assignment made pursuant to this Article.
- 10.3.5.3 A full-time or part-time employee on paid or unpaid medical leave, which extends for a period of thirty (30) or more calendar days may be required to inform the department of their medical status and probable date of return to work as requested.

- 10.5 Bereavement Leave. Each full-time or benefited part-time employee shall be granted bereavement leave with full pay for up to forty (40) work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. All leave must be used within fourteen (14) calendar days following the death of an eligible person. Under extreme circumstances, the fourteen (14)-day requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal. Bereavement leave shall be granted to eligible part-time employees on the same basis and subject to the same restrictions, conditions and limitations as apply to such leave with pay and such compensation for full-time employees; provided, however, that each eligible part-time employee shall be entitled to bereavement leave with pay for a number of hours based on the number of hours per week such part-time employee is indefinitely assigned to work in the employee's regularly scheduled part-time position.

Such number of hours shall be in accordance with the following hours per week scheduling:

Regularly Scheduled <u>Hours Per Week</u>	Hours of Bereavement Leave with <u>Pay</u>
30-34 Hours	Up to 30 Hours
25-29 Hours	Up to 25 Hours
20-24 Hours	Up to 20 Hours

a.	Parents/Step-parents
b.	Spouse
c.	Child/Step-child
d.	Brother/Sister/Step-brother/Step-sister/Half-brother and Half-sister
e.	Grandparents/Step-grandparents
f.	Great grandparents/Step-great grandparents
g.	Grandchildren
h.	Sister-in-law/Brother-in-law/Daughter-in-law/Son-in-law
i.	Domestic partner

- 10.6 Jury Duty. Each full or part-time employee who is eligible for benefits under Article 7.8.2 of this Agreement who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America, shall receive their regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

ARTICLE 11 LAYOFF

11.8 Part-Time Employees and Layoffs

- 11.8.1 Part-time benefited employees. When identifying part-time benefited positions for elimination, Departments shall consider the following factors in determining the employee(s) to be displaced:
- Seniority (as determined by total hours worked in current classification) and;
 - Department and/or program needs inclusive of special skills
- 11.8.1.1 Departments shall make available a written explanation of the factors and methods applied to determine displacements for their department and a written explanation to an affected employee upon request.
- 11.8.1.2 Employees impacted by the displacements may appeal the decision to the Director of Human Resources. The written response of the Director shall be final and binding.
- 11.8.1.3 Any employees displaced by layoffs may elect to be placed in the part-time employee rehire pool and if selected for rehire in

their former classification may return through the non-competitive process.

ARTICLE 12 WAGES AND SPECIAL PAY

12.2 Wages for part-time employees. Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classifications.

12.4 Shift Differential.

12.4.1 A swing shift differential of one dollar and fifty cents (\$1.50) an hour shall be paid to employees for each regularly scheduled hour worked after 2:00 p.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 5:00 p.m.

12.4.2 A night shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to employees for each regularly scheduled hour worked after 11:00 p.m. and prior to 8:00 a.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 11:00 p.m. and before 8:00 a.m.

12.4.3 Shift differential shall be paid to an employee for the hours worked when assigned to cover another employee's temporary absence and when the absent employee would have otherwise qualified for shift differential as defined above.

12.4.4 Paid leave time does not qualify for payment of shift differential except when an employee uses a minimum of forty (40) consecutive hours of vacation, compensatory time or personal leave. The employee will continue to be paid shift differential as though they had worked their assigned shift during the period of vacation. City observed holiday hours may be credited towards meeting the forty (40) consecutive vacation hours requirement, however, holiday leave hours do not qualify for payment of shift differential.

12.4.5 Except as otherwise required by State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.

12.5 Bilingual Pay – FT/PT. Eligible Employee. An employee must meet at least one of the following eligibility requirements and must be certified as bilingual for oral communication, written translation or sign language duties according to the current established procedure. Before changing the current procedure, the City agrees to discuss any proposed change with the Union.

1. The employee is currently assigned to a position selectively certified based on bilingual ability by the Director of Human Resources, or designee; or
2. The duties currently assigned/currently being performed by an employee have been designated by the Department Director or designee as requiring utilization of a non-English language on a regular basis.

- 12.5.2 Each part-time benefited employee who meets the above eligibility requirements shall be compensated for performing oral communication or sign language duties at the rate of nineteen dollars (\$19) per biweekly pay period or for performing written and oral translation duties at the rate of thirty dollars (\$30) per biweekly pay period for each pay period actually worked.
- 12.5.3 Each part-time unbenefited employee who meets the above eligibility requirements shall be compensated for performing oral communication, sign language duties, or performing oral translation duties at the rate of fifteen cents (\$.15) per hour.
- 12.6 Working in a Higher Classification. Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee or a vacant position. Assignments to a higher classification due to a vacancy shall not exceed six (6) months.
- 12.10 Uniform Allowance. An annual Uniform Allowance not to exceed five-hundred dollars (\$500) shall be paid to eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform.
- | | |
|------|---|
| 1181 | Police Data Specialist I |
| 1182 | Police Data Specialist I (PT) |
| 1183 | Police Data Specialist II |
| 1184 | Police Data Specialist II (PT) |
| 1185 | Police Data Specialist Supervisor |
| 2416 | Senior Security Officer |
| 2431 | Security Officer |
| 2432 | Security Officer (PT) |
| 2441 | School Crossing Guard (PT) |
| 2443 | School Crossing Guard Coordinator |
| 8026 | Supervising Police Data Specialist |
| 8512 | Supervising Public Safety Dispatcher |
| 8513 | Senior Public Safety Dispatcher |
| 8533 | Senior Public Safety Dispatcher (PT) |
| 8514 | Public Safety Radio Dispatcher |
| 8515 | Public Safety Communication Specialist |
| 8534 | Public Safety Radio Dispatcher (PT) |
| 8535 | Public Safety Communication Specialist (PT) |
| 3252 | Animal Services Officer |
| 3251 | Senior Animal Services Officer |
| 8532 | Public Safety Radio Dispatcher Trainee |
| 8534 | Public Safety Radio Dispatcher Trainee (PT) |
| 6131 | Community Service Officer I |
| 6132 | Community Service Officer II |
- 12.10.2 Employees in the classifications of: 1181 Police Data Specialist I, 1182 Police Data Specialist I (PT), 1183 Police Data Specialist II, 1184 Police Data Specialist II (PT), and 1185 Police Data Specialist Supervisor hired or promoted on or after January 1, 1995, are required to wear an approved uniform. Employees in said classes hired prior to January 1, 1995, are not

required to wear a uniform, however, once an employee chooses to wear a uniform, an employee may not revert to non-uniformed status.

12.10.4 Part-time employees in the classifications listed in Section 12.10 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed \$250.00 annually, except for those employees in the classification of School Crossing Guard. Payment shall be made during the first two (2) pay periods of each month, in the amount of \$10.41 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s).

12.10.4.1 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work over 600 hours during the payroll calendar year shall receive the full gross uniform allowance of \$500.00; payment shall be made in January of the following year. In no event will any employee receive a total gross uniform allowance in excess of \$500.00.

12.10.4.2 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work 600 hours or less during the payroll calendar year shall receive a uniform allowance based on the hours worked by the employee as prorated to 600 hours; payment shall be made in January of the following year. In no event will any employee who works 600 hours or less during the payroll calendar year receive the full gross uniform allowance of \$500.00.

12.11 Protective Footwear. The City agrees to provide a voucher for the purchase of protective footwear for up to \$200 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection- Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive a voucher for protective footwear under this provision.

12.14 Notary Services. Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San José, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period in which the employee performs notary services.

ARTICLE 13 BENEFITS

13.4 Part-Time Employees – Health and Dental Insurance Benefits. During the term of this Agreement, the City shall pay for each eligible part-time employee who is a subscriber to benefits provided for individual coverage, or for individual coverage plus coverage of dependents, under one of the health and dental insurance plans provided for full-time

employees, sums of money equal to the percentage of the City's contribution for full-time employees for such individual coverage, or individual plus coverage of dependents, based on the number of hours per week such part-time employee is indefinitely assigned to work in his/her regularly scheduled part-time position. Such sums of moneys shall be determined in accordance with the following such hours per week and percentages:

<u>Regularly Scheduled Hours Per Week</u>	<u>City Contribution For P/T Employees As Percentage Of City Contribution For Full-Time Employees</u>
30-34 hours	75.0%
25-29 hours	62.5%
20-24 hours	50.0%

- 13.6 Employee Assistance Program. The City recognizes that professional counseling is an important benefit to assist employees in resolving personal and family problems which may otherwise affect the employee's job performance and well-being. Through the EAP, licensed counselors are available to help employees resolve problems and identify strategies for coping with difficult situations. The City will provide an EAP for full-time employees and for part-time employees eligible for benefits under Section 7.8.2 of this Agreement, and will continue such benefits at their current level during the term of this Agreement.

Employees are encouraged to contact the Employee Benefits Division at 535-1285 for details regarding this benefit, or contact the plan provider for appointments or further information.

- 13.6.3 The EAP provisions applicable to sworn employees shall cover the following classifications.

Public Safety Communications Specialist
Public Safety Communications Specialist (PT)
Public Safety Radio Dispatcher
Public Safety Radio Dispatcher (PT)
Senior Public Safety Dispatcher
Senior Public Safety Dispatcher (PT)
Supervising Public Safety Dispatcher

- 13.7 Substance Abuse Program. Full-time employees, and part-time employees eligible for benefits under Section 7.8.2 of this agreement, shall be eligible for substance abuse treatment benefits and are subject to the terms and conditions of the City of San Jose Substance Abuse Program & Policy.

- 13.10.1 Part-Time Benefited Employees—Educational and Professional Incentives. The City will reimburse each eligible benefited employee one-hundred percent (100%) of expenses incurred, up to the maximum amounts per fiscal year listed below. Eligible expenses shall be limited to registration, tuition, fees and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the eligible amount indicated in the chart below, a prorated amount may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to

or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section 4.3.1, Education Reimbursement Policy, outlines additional details of the program. The maximum amounts for eligible benefited employees are based on the employee's established benefit category as follows:

<u>Regularly Scheduled Hours Per Week</u>	<u>Maximum Reimbursement for Part-Time <u>Benefited</u> Employees</u>	<u>Maximum Reimbursement for Part-Time <u>Benefited</u> Employees for non- <u>college accredited</u> <u>courses and others as</u> <u>listed above.</u></u>
30-34 hours	\$750.00	\$225.00
25-29 hours	\$625.00	\$190.00
20-24 hours	\$500.00	\$150.00

ARTICLE 17 PROBATIONARY PERIODS

- 17.3 Part-time Probation. The probation period for part-time employees will be considered complete after the employee has worked 1040 regular hours of service. Regular hours do not include paid leave or overtime hours. Part-time non-benefited employees are considered to be "at will" employees with no permanent status and do not serve a probationary period.

ARTICLE 19 DISCIPLINARY ACTION

- 19.1 The City of San Jose discipline policy applies to both regular permanent (non-probationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.
- 19.1.2 Part-time unbenefited employees subject to separation due to disciplinary action may request a meeting with the Office of Employee Relations.

ARTICLE 26 EMPLOYEE COMMUTE BENEFIT PROGRAM

- 26.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.

References for Part Time Employees

- [Non-Management Performance Program](#)
- [Side Letter – Lunch Period for Part Time Employees in the Library Department](#)